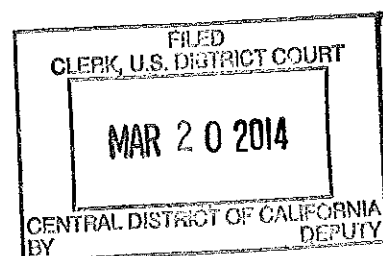


Adam I. Gafni, SBN 230045
Rosy S. Meyerowitz, SBN 265707
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E-mail: rosy.meyerowitz@wgflp.com



Attorneys for Plaintiff,
Barry Rosen

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

BARRY ROSEN,

Plaintiff,

vs.

AMAZON.COM, INC., and DOES 1
TO 10,

Defendants.

Case No. **CV 14-2115** *LSWL MAN*

COMPLAINT FOR INFRINGEMENT
OF COPYRIGHT (17 U.S.C. § 501)

Demand for Jury Trial

Plaintiff BARRY ROSEN ("Plaintiff") alleges:

Jurisdiction and Venue

1. **Subject Matter Jurisdiction.** This action arises under the Copyright Act, 17 U.S.C. § 101, *et seq.* This Court has original subject matter jurisdiction over all claims pursuant to 28 U.S.C. § 1331 and § 1338(a).

2. **Venue.** Venue is proper in this Court pursuant to 28 U.S.C. § 1391 (b), (c), and § 1400(a).

3. **Personal Jurisdiction.** Personal jurisdiction is proper over the Defendants because they either reside in California or the wrongful activity at issue concerns Defendants' operation of commercial businesses through which Defendants knowingly transact business and enter into contracts with individuals in California, including within

1 the County of Los Angeles. Each of the Defendants, therefore, has purposefully availed
2 itself of the privilege of doing business in California, and material elements of
3 Defendants' wrongdoing occurred in this State, *i.e.*, Defendants caused the infringing
4 images to be distributed to and displayed in Los Angeles County to thousands of persons.

5 4. Plaintiff does not presently know the true names and capacities of the
6 defendants named as Does 1 through 10 and therefore sues such defendants by these
7 fictitious names. Plaintiff believes that the Doe Defendants are persons or entities who
8 are involved in the acts set forth below, either as independent contractors, agents, or
9 employees of the known defendants, or through entering into a conspiracy and agreement
10 with the known Defendants to perform these acts, for financial gain and profit, in
11 violation of Plaintiff's rights. Plaintiff will request leave of Court to amend this
12 Complaint to set forth their true names, identities and capacities when Plaintiff ascertains
13 them. The Doe defendants and the known Defendants are referred to hereinafter
14 collectively as "Defendants."

15 5. Defendants have been or are the principals, officers, directors, agents,
16 employees, representatives, and/or co-conspirators of each of the other defendants, and in
17 such capacity or capacities participated in the acts or conduct alleged herein and incurred
18 liability therefore. At some unknown time, the Defendants, or some of them, entered into
19 a conspiracy with other of the Defendants to commit the wrongful acts described herein.
20 The actions described below were taken in furtherance of such conspiracy. Defendants
21 aided and abetted each other in the wrongful acts alleged herein. Each of the Defendants
22 acted for personal gain or in furtherance of their own financial advantage in doing the
23 acts alleged below.

24 **First Claim for Relief for Copyright Infringement**

25 **(Against All Defendants)**

26 6. Plaintiff realleges paragraph 1 through 5.

27 7. Plaintiff is a photographer Plaintiff is a photographer. Plaintiff created the
28

1 following photograph: Anna Kournikova 7 (VA 1-239-757). The Photograph consists of
2 material original with Plaintiff and is copyrightable subject matter. Plaintiff is the owner
3 of all right, title, and interest in and to the Photograph. Plaintiff has registered the
4 copyright for the Photograph and has been issued a Certificate of Registration (# VA 1-
5 239-757).

6 8. Under the Copyright Act of 1976, 17 U.S.C. §101, *et seq.* (the “Copyright
7 Act”), Plaintiff has the distinct, severable, and exclusive rights, *inter alia*, to reproduce,
8 distribute and publicly display the Photographs. (17 U.S.C. §§106(1), (3), and (5).)

9 9. Defendant Amazon.com, Inc. (“Amazon”) is a company that operates an
10 ecommerce “marketplace” website, where various infringing goods are offered for
11 sale/sold including items by a seller using the id “The History Of The Game.”

12 10. Within the last three years, Plaintiff discovered that Defendants, without
13 Plaintiff’s permission, consent or authority, (1) made or caused to be made unauthorized
14 copies of the Photographs, (2) distributed, made available for distribution, and/or
15 facilitated the unauthorized distribution of unauthorized copies of the Photographs,
16 and/or (3) publicly displayed, made available for, and/or facilitated, the unauthorized
17 public display of the Photographs, on the website amazon.com and images-amazon.com
18 (“Amazon Websites”). Details of the infringement are set forth below.

19 **Infringement of Anna Kournikova 7 VA 1-239-757**

20 11. On December 11, 2013, Rosen discovered that a seller by the name of “The
21 History Of The Game,” was selling an unauthorized photo print of one of Rosen’s Anna
22 Kournikova photographs and had also made and posted and unauthorized copy of
23 amazon.com and images-amazon.com. True and correct copies of the infringement(s) as
24 they existed on amazon.com and images-amazon.com on December 11, 2013 are attached
25 hereto as Exhibits 1, 2 and 3.

26 12. The jpeg image file posted on amazon.com and images-amazon.com was
27 267×400 pixels and displayed very large (at least a half page or more) on a mobile device
28

1 like an Ipad. True and correct copies of the infringement(s) as they existed on
2 amazon.com and images-amazon.com and were displayed on an Ipad on December 11,
3 2013 are attached hereto as Exhibits 4 and 5.

4 13. Rosen reported the infringement to Amazon on December 11, 2013 by fax
5 and email, but it fully failed to remove the infringement(s). True and correct faxed and
6 emailed DMCA notices on December 11, 2013 are attached hereto as Exhibits 6 and 7.

7 14. Rosen reported the infringement to Amazon on December 11, 2013 by fax
8 and email, but it fully failed to remove, or disable access to, the material that is claimed
9 to be infringing or to be the subject of infringing activity at the reported URLs/links. True
10 and correct faxed and emailed DMCA notices on December 11, 2013 are attached hereto
11 as Exhibits 6 and 7.

12 15. Rosen received an email from Amazon on December 11, 2013 that it had
13 received the email version of the DMCA notice. A true and correct of the email Rosen
14 received from Amazon on December 11, 2013 is attached hereto as Exhibit 8.

15 16. Rosen received an email from Amazon on December 12, 2013 stating that
16 "The listing you identified appears to have been removed from Amazon.com," but it
17 failed to remove or disable access to listing detail page or images in response to the
18 DMCA notice and only disabled the ability to buy the item, leaving the reported
19 infringement(s) active and available to the entire world on amazon.com and images-
20 amazon.com. A true and correct of the email Rosen received from Amazon on December
21 12, 2013 is attached hereto as Exhibit 9.

22 17. As of February 24, 2014, the infringement(s) remained active and available
23 to the entire world on amazon.com and images-amazon.com via on and/or through the
24 URL/links (identified to Amazon in the DMCA Notice). True and correct copies of the
25 infringement(s) as they existed on amazon.com and images-amazon.com on February 24,
26 2014 are attached hereto as Exhibits 10, 11 and 12.

27 18. Such conduct constitutes direct and contributory infringement of Plaintiff's
28

1 copyrights and exclusive rights under copyright in the Photographs in violation of the
2 Copyright Act, 17 U.S.C. §106 and §501.

3 19. Plaintiff is informed and believes Defendants have engaged and continue to
4 engage in the business of inducing, causing, and/or materially contributing to the
5 unauthorized reproduction, public display, and/or distribution of copies of the
6 Photographs. Plaintiff gave notice to Defendant Amazon of the infringing activity that
7 was occurring on the Amazon Websites on December 11, 2013, but Amazon did not
8 thereafter take simple measures available to it to prevent or stop the infringing activity.

9 20. Plaintiff is informed and believes Defendants have engaged and continue to
10 engage in the act of inducing infringing activities by requiring all sellers to post images in
11 sales listings (on its public internet servers) and further requiring the posting of images
12 that will display at relatively large sizes within those listings even though Amazon knew
13 or should have known that such acts would be in violation of the Copyright Act, 17
14 U.S.C. §109 (c). True and correct copies of such requirements related to Sports
15 Collectibles approval and posting requirement as they existed on amazon.com on March
16 12, 2014 are attached hereto as Exhibits 13, and 14.

17 21. Plaintiff is informed and believes Defendants have and have had the right
18 and ability to control the infringing conduct alleged above. Defendants have derived, or
19 have continuously attempted or intended to derive, a direct financial benefit from the
20 infringing use of the Photographs. As a direct and proximate result of Defendants' failure
21 and refusal to control and prevent the infringing activity, Defendants have infringed
22 Plaintiffs' copyrights in the Photographs as set forth above. Defendants' conduct
23 constitutes vicarious infringement of Plaintiff's copyrights and exclusive rights under
24 copyright in the Photographs in violation of the Copyright Act, 17 U.S.C. §106 and §501.

25 22. Plaintiff is informed and believes Amazon receives a direct financial benefit
26 from the infringing activities by charging upfront fees to post the items. Amazon further
27 intends to derive direct financial benefit by charging fees based on the final sales price.

1 True and correct copies of seller fee table as it existed on amazon.com on March 12, 2014
2 is attached hereto as Exhibits 15 and 16.

3 23. Plaintiff is informed and believes that because Amazon has derived, or has
4 continuously attempted to derive, or otherwise intended to derive, a direct financial
5 benefit from the infringing use of the Photographs, Amazon is barred from any DMCA
6 safe harbor as defined in Section 512 of the Copyright Act (17 U.S.C. 512(c)(1)(B)).

7 24. Defendants cannot claim DMCA safe harbor as Defendants have
8 consistently failed to comply with the first threshold requirement related to DMCA agent
9 designation under Section 512 of the Copyright Act (17 U.S.C. 512(c)(2)). Defendants
10 have failed to properly designate an agent to receive notifications of claimed
11 infringement by making available through its service (publishing on its website), and also
12 provide substantially the same information to the copyright office. Amazon have been on
13 notice by Rosen on multiple occasions of the fact that its DMCA designation on file with
14 the Copyright is fully out of date and non-compliant since it moved to a new office
15 location a few years ago, yet Amazon has fully failed to update the designation. True and
16 correct copies of DMCA Designation as it existed on amazon.com on March 12, 2014
17 (and has been there since December 5, 2012) and their current DMCA designation on file
18 with the Copyright office (since 2009) is attached hereto as Exhibits 17 and 18.

19 25. Plaintiff is informed and believes Defendants' acts of infringement were
20 ongoing, willful, intentional, and purposeful, and/or in reckless disregard of and with
21 indifference to Plaintiff's rights because Defendants knew or recklessly failed to know
22 that they did not have the right to use the Photographs in the manner in which they used
23 the Photographs.

24 26. Plaintiff is informed and believes that as a result of two prior lawsuits by
25 Rosen (including one lawsuit currently in process) for such continuing failures to act with
26 respect to Copyright Infringement (DMCA) notifications, Amazon knew or should have
27 known that it had not properly adopted policies or otherwise acted on such policies to
28

1 deal with removal of infringing activities, and have acted recklessly in failing change or
2 otherwise fix those policies.

3 27. Plaintiff is informed and believes Amazon has failed to adopt or reasonably
4 implement a policy that provides for the termination in appropriate circumstances of
5 subscribers and account holders of the service provider's system or network who are
6 repeat infringers and is barred from any DMCA safe harbor as defined in Section 512(i)
7 of the Copyright Act.

8 28. Plaintiff is informed and believes Amazon fails to inform subscribers and
9 account holders of the service provider's repeat infringer policy and is barred from any
10 DMCA safe harbor as defined in Section 512(i) of the Copyright Act.

11 29. As a direct and proximate result Defendants' infringement, Plaintiff was
12 damaged, and Plaintiff is entitled to his actual damages and Defendants' profits pursuant
13 to 17 U.S.C. §504(b).

14 30. Alternatively, at Plaintiff's election, Plaintiff is entitled to the maximum
15 statutory damages pursuant to 17 U.S.C. §504(c) with respect to each work infringed or
16 such other amounts as may be proper under 17 U.S.C. §504(c).

17 31. Plaintiff is entitled to attorneys' fees and costs pursuant to 17 U.S.C. §505.

18 WHEREFORE, Plaintiff prays for judgment against Defendants and each of them
19 as follows:

- 20 1. For Plaintiff's actual damages.
- 21 2. For a full accounting under supervision of this Court of all profits, income,
22 receipts, or other benefits derived by Defendants as a result of their willful and unlawful
23 conduct.
- 24 3. For statutory damages under the Copyright Act.
- 25 4. For prejudgment interest.
- 26 5. For preliminary and permanent injunctive relief from ongoing infringing
27 activities, including, but not limited to:
- 28

1 a. enjoining Defendants, and all persons acting in concert or
2 participation with them, from: directly or indirectly infringing in any manner, or
3 causing, contributing to, enabling, facilitating, or participating in the infringement,
4 of Plaintiff's copyrights (whether now in existence or hereafter created) or
5 exclusive rights under copyright, and

6 b. the seizure of all property made in, or used to assist in the, violation of
7 Plaintiff's exclusive copyrights pursuant to 17 U.S.C. §503, including, but not
8 limited to, all copies of the Photographs, all domains and all servers and other
9 computer equipment used to publish, broadcast or archive the Photographs.

10 6. For attorneys' fees and costs.

11 7. For such other and further relief as this Court deems just and appropriate.

12 Dated: March 18, 2014

13 WOOLF GAFNI & FOWLER LLP

14 

15
16 Adam I. Gafni
17 Attorney for plaintiff
18 Barry Rosen
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Exhibit 1



Your Amazon.com Today's Deals Gift Cards Sell Help



Shop by
Department ▾

Search

Sports & Outdoors ▾

kournikova psa/dna

Go

Hello. Sign in
Your Account ▾

Try
Prime ▾

Cart ▾

Wish
List ▾

Sports Collectibles

Collectibles & Fine Art

Baseball

Basketball

Football

Hockey

Other Sports

Fan Shop

Entertainment



Top Holiday Deals in Sports Collectibles > Shop now



Click to open expanded view

ANNA KOURNIKOVA SIGNED AUTOGRAPHED 8X12 TENNIS PHOTO PSA/DNA #F85875

Be the first to review this item

Price: **\$99.00**

Only 1 left in stock.

Ships from and sold by [The History Of The Game](#).

Ordering for Christmas? Based on the shipping schedule of The History Of The Game, choose **Standard** at checkout for delivery by December 24. See [The History Of The Game](#) shipping details.

1 collectible from **\$99.00**

Sports Collectibles Shopping Guarantee

The condition of this item and its timely delivery are guaranteed under the [Amazon A-to-z Guarantee](#). We want you to buy with confidence and we guarantee purchases from Amazon Marketplace and merchant sellers when payment is made via the Amazon.com website or when you use [Amazon Payments](#) for qualified purchases on third-party websites.

\$99.00 + \$4.49 shipping

In Stock. Sold by **The History Of The Game**



Add to Cart

or

[Sign in](#) to turn on 1-Click ordering.

Add to Wish List

Share



Key Collectibles Information

Authenticity Provided By	PSA
Condition	New
Condition Provided By	Seller
Is Autographed	Yes

Product Description

ANNA KOURNIKOVA SIGNED AUTOGRAPHED 8X12 TENNIS PHOTO PSA/DNA #F85875 PSA/DNA Certification # F85875

Product Details

Shipping Information: [View shipping rates and policies](#)

ASIN: B00H8S442C

Average Customer Review: [Be the first to review this item](#)

Would you like to [give feedback on images](#) or [tell us about a lower price?](#)

Customer Questions & Answers

Have a question? Ask the owners here.

Ask owners

- Typical questions asked about products:
- Is the item durable?
 - Is this item easy to use?
 - What are the dimensions of this item?

Customer Reviews

There are no customer reviews yet.

5 star

4 star

3 star

2 star

1 star

Share your thoughts with other customers

Write a customer review



Advertisement

Feedback

- ▶ If you have a question or problem, visit our [Help pages](#).
- ▶ Would you like to [give feedback on images](#) or [tell us about a lower price](#)?
- ▶ If you are a seller for this product and want to change product data, click [here](#) (you may have to sign in with your seller id).

Your Recently Viewed Items and Featured Recommendations

See personalized recommendations

Sign in

New customer? [Start here](#).

Get to Know Us

- Careers
- Investor Relations
- Press Releases
- Amazon and Our Planet
- Amazon in the Community

Make Money with Us

- Sell on Amazon
- Become an Affiliate
- Advertise Your Products
- Independently Publish with Us
- ▶ See all

Amazon Payment Products

- Amazon.com Rewards Visa Card
- Amazon.com Store Card
- Shop with Points
- Credit Card Marketplace
- Amazon Currency Converter

Let Us Help You

- Your Account
- Shipping Rates & Policies
- Amazon Prime
- Returns & Replacements
- Manage Your Kindle
- Help



Australia Brazil Canada China France Germany India Italy Japan Mexico Spain United Kingdom

- 6pm

Score deals on fashion brands
- AbeBooks

Rare Books & Textbooks
- AfterSchool.com

Kids' Sports, Outdoor & Dance Gear
- Alexa

Actionable Analytics for the Web
- AmazonFresh

Groceries & More Right To Your Door
- Amazon Local

Great Local Deals in Your City
- AmazonSupply

Business, Industrial & Scientific Supplies
- Amazon Web Services

Scalable Cloud
- Askville

Community
- Audible

Download
- BeautyBar.com

Prestige Beauty
- Book Depository

Books With Free
- Bookworm.com

Books For Children
- Casa.com

Kitchen, Storage

Computing Services	Answers	Audio Books	Delivered	Delivery Worldwide	Of All Ages	& Everything Home
CreateSpace Indie Print Publishing Made Easy	Diapers.com Everything But The Baby	DPReview Digital Photography	East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting	IMDb Movies, TV & Celebrities	Junglee.com Shop Online in India
Kindle Direct Publishing Indie Digital Publishing Made Easy	Look.com Kids' Clothing & Shoes	MYHABIT Private Fashion Designer Sales	Shopbop Designer Fashion Brands	Soap.com Health, Beauty & Home Essentials	TenMarks.com Math Activities for Kids & Schools	Vine.com Everything to Live Life Green
	Wag.com Everything For Your Pet	Warehouse Deals Open-Box Discounts	Woot! Discounts and Shenanigans	Yoyo.com A Happy Place To Shop For Toys	Zappos Shoes & Clothing	

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Exhibit 2

amazon

Top Holiday Deals > Shop now

close X

**ANNA KOURNIKOVA SIGNED
AUTOGRAPHED 8X12...**



Would you like to [give feedback on images](#) or [tell us about a lower price?](#)

Customer Questions & Answers

Have a question? Ask the owners here.

Ask owners

- Typical questions asked about products:
- Is the item durable?
 - Is this item easy to use?
 - What are the dimensions of this item?

Customer Reviews

Advertisement 

There are no customer reviews yet.

5 star

4 star

3 star

2 star

1 star

Share your thoughts with other customers

Write a customer review

Feedback

- ▶ If you have a question or problem, visit our [Help pages](#).
- ▶ Would you like to [give feedback on images](#) or [tell us about a lower price](#)?
- ▶ If you are a seller for this product and want to change product data, click [here](#) (you may have to sign in with your seller id).

Your Recently Viewed Items and Featured Recommendations

See personalized recommendations

Sign in

New customer? [Start here](#).

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- Investor Relations
- Press Releases
- Amazon and Our Planet
- Amazon in the Community

Make Money with Us

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- Become an Affiliate
- Advertise Your Products
- Independently Publish with Us
- ▶ See all

Amazon Payment Products

- Amazon.com Rewards Visa Card
- Amazon.com Store Card
- Shop with Points
- Credit Card Marketplace
- Amazon Currency Converter

Let Us Help You

- Your Account
- Shipping Rates & Policies
- Amazon Prime
- Returns & Replacements
- Manage Your Kindle
- Help



Australia Brazil Canada China France Germany India Italy Japan Mexico Spain United Kingdom

6pm
Score deals
on fashion brands

AbeBooks
Rare Books
& Textbooks

AfterSchool.com
Kids' Sports, Outdoor
& Dance Gear

Alexa
Actionable Analytics
for the Web

AmazonFresh
Groceries & More
Right To Your Door

Amazon Local
Great Local Deals
in Your City

AmazonSupply
Business, Industrial
& Scientific Supplies

Amazon Web Services
Scalable Cloud

Askville
Community

Audible
Download

BeautyBar.com
Prestige Beauty

Book Depository
Books With Free

Bookworm.com
Books For Children

Casa.com
Kitchen, Storage

Computing Services	Answers	Audio Books	Delivered	Delivery Worldwide	Of All Ages	& Everything Home
CreateSpace Indie Print Publishing Made Easy	Diapers.com Everything But The Baby	DPReview Digital Photography	East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting	IMDb Movies, TV & Celebrities	Junglee.com Shop Online in India
Kindle Direct Publishing Indie Digital Publishing Made Easy	Look.com Kids' Clothing & Shoes	MYHABIT Private Fashion Designer Sales	Shopbop Designer Fashion Brands	Soap.com Health, Beauty & Home Essentials	TenMarks.com Math Activities for Kids & Schools	Vine.com Everything to Live Life Green
	Wag.com Everything For Your Pet	Warehouse Deals Open-Box Discounts	Woot! Discounts and Shenanigans	Yoyo.com A Happy Place To Shop For Toys	Zappos Shoes & Clothing	
Conditions of Use Privacy Notice Interest-Based Ads © 1996-2013, Amazon.com, Inc. or its affiliates						

Exhibit 3



Exhibit 4

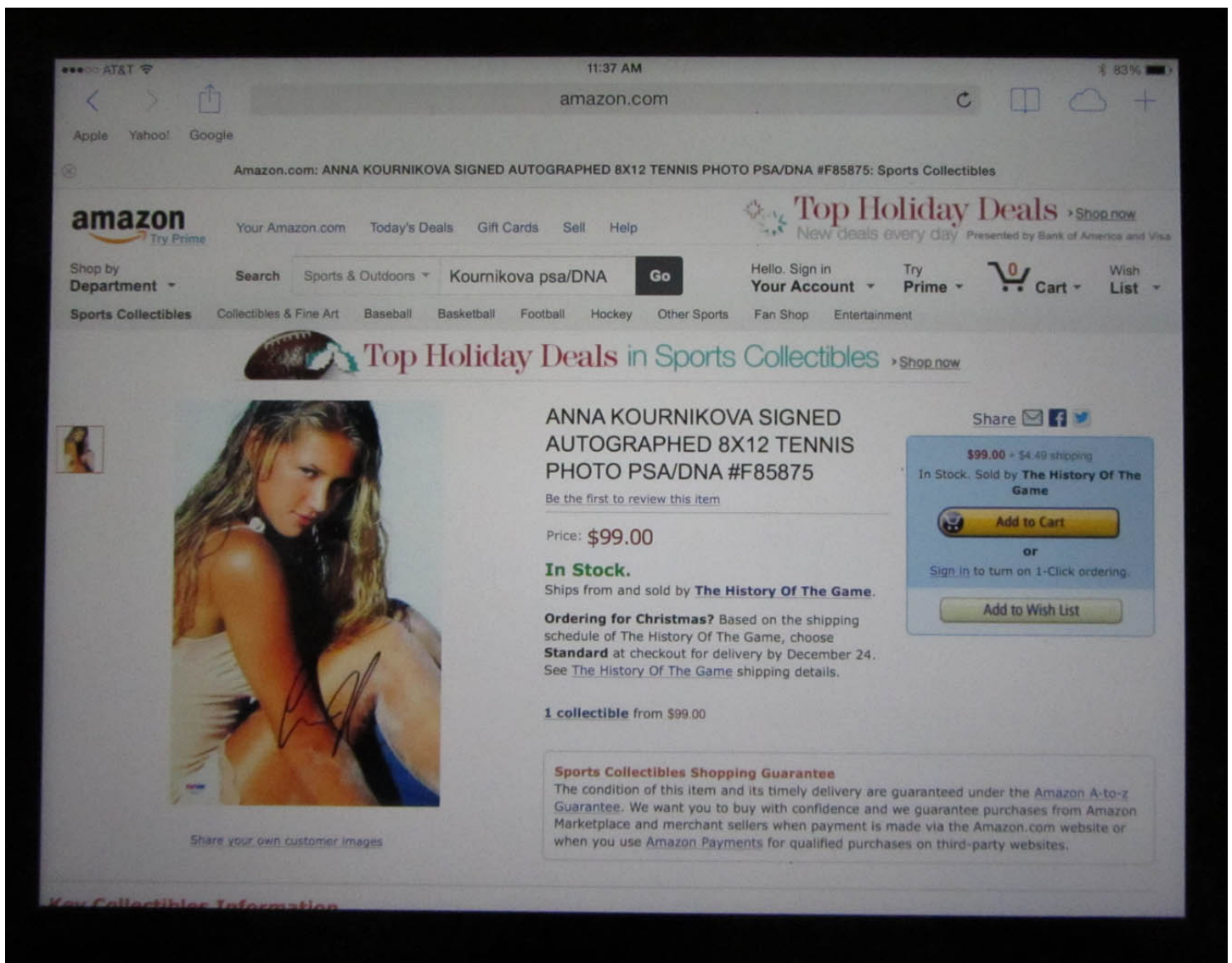


Exhibit 5

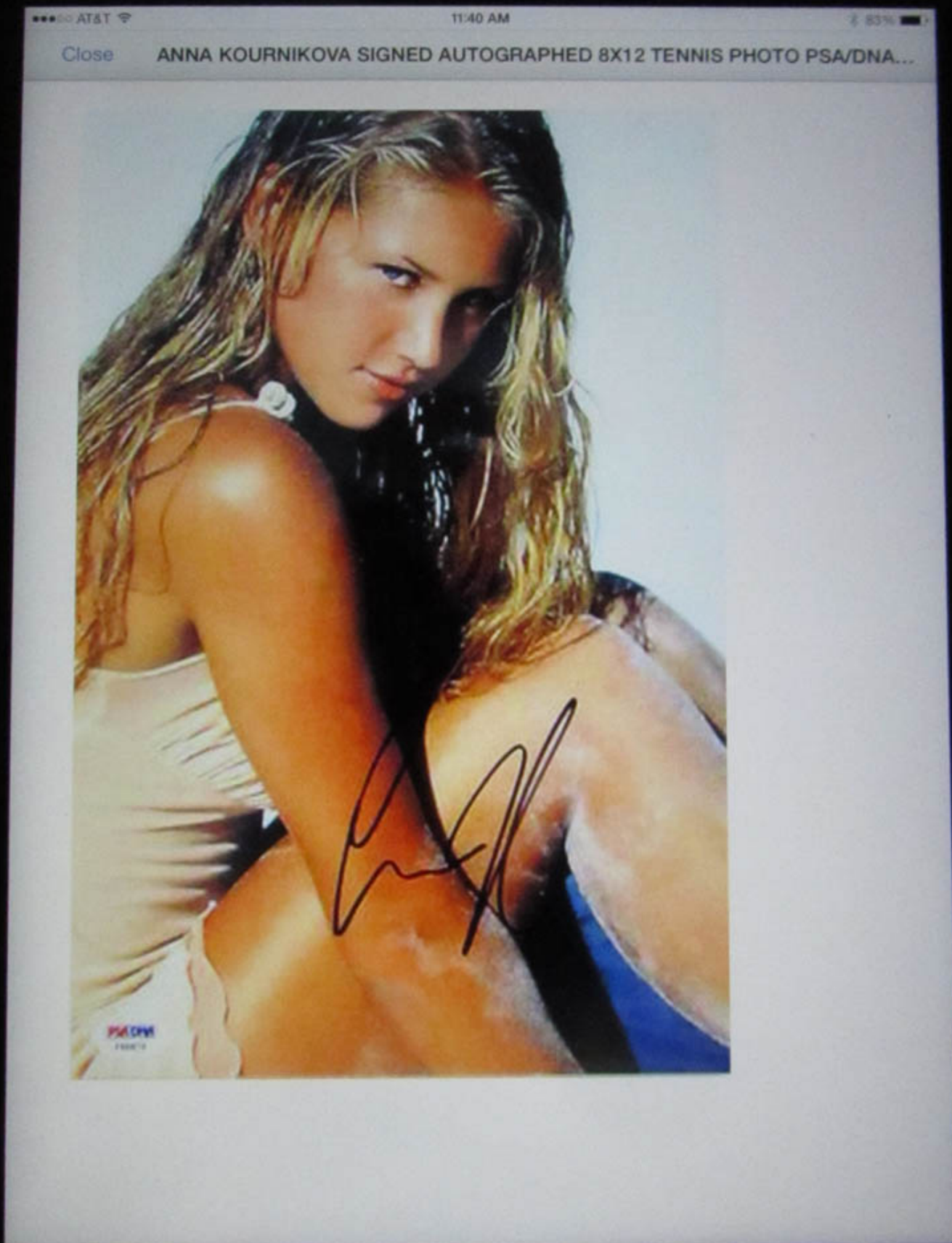


Exhibit 6

TRANSMISSION VERIFICATION REPORT

TIME : 12/10/2013 21:16
NAME : BR
FAX : 3102756677
TEL :
SER.# : C8J247068

DATE, TIME	12/10 21:15
FAX NO./NAME	12062667010
DURATION	00:00:23
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM

DMCA Notice of Copyright Infringement

Date: December 11, 2013

Amazon.com, Inc. and affiliates
Adrian Garver, DMCA Designated Agent
1200 12th Ave South, Suite 1200
Seattle, WA 98144
Via Fax: (206) 266-7010
Via E-mail: copyright@amazon.com

Dear Amazon.com, Inc.

Per 17 USC section 512, I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY, that the information in this notice is accurate and that **I am the owner** or an agent authorized to act on behalf of the owner of certain intellectual property rights, namely copyright(s), said owner being named Barry Rosen ("IP Owner"). I have a good faith belief that the links/materials/activities identified in the addendums attached hereto are not authorized by the above IP Owner, its agent, or the law and therefore infringe the IP Owner's rights according to United States law. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.

I may be contacted at:

Name: Barry Rosen
C/O Peter Dion-Kindem, esq.
21550 Oxnard Street, Suite 900
Woodland Hills CA 91367
(818) 883-4900

DMCA Notice of Copyright Infringement

Date: December 11, 2013

Amazon.com, Inc. and affiliates
Adrian Garver, DMCA Designated Agent
1200 12th Ave South, Suite 1200
Seattle, WA 98144
Via Fax: (206) 266-7010
Via E-mail: copyright@amazon.com

Dear Amazon.com, Inc.

Per 17 USC section 512, I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY, that the information in this notice is accurate and that **I am the owner** or an agent authorized to act on behalf of the owner of certain intellectual property rights, namely copyright(s), said owner being named Barry Rosen ("IP Owner"). I have a good faith belief that the links/materials/activities identified in the addendums attached hereto are not authorized by the above IP Owner, its agent, or the law and therefore infringe the IP Owner's rights according to United States law. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.

I may be contacted at:

Name: Barry Rosen
C/O Peter Dion-Kindem, esq.
21550 Oxnard Street, Suite 900
Woodland Hills CA 91367
(818) 883-4900
Email: brcopyright@pacbell.net

Truthfully,

A handwritten signature in black ink, appearing to be 'Barry Rosen', with a long horizontal flourish extending to the right.

Barry Rosen

Addendum to Notice of Infringement:
List of Infringing Items Or Materials

Name of Intellectual Property Owner:
Barry Rosen

The following items/links identified in are located/reside
on your servers/network:

1) Item/Material identification: My registered photo of a
celebrity, model or athlete (Anna Kournikova)

URL/Link(s):

http://www.amazon.com/KOURNIKOVA-SIGNED-AUTOGRAPHED-TENNIS-F85875/dp/B00H8S442C/ref=sr_1_13?s=sports-collectibles&ie=UTF8&qid=1386788959&sr=1-13&keywords=kournikova+psa%2Fdna

<http://ecx.images-amazon.com/images/I/41n-7-ct7rL.jpg>

Exhibit 7

DMCA Notice of Copyright Infringement (digital Copy)

Date: December 11, 2013

Amazon.com

Attn: Adrian Garver, Copyright Agent/Amazon Web Services

P.O. Box 81226

Seattle, WA 98108

Via Fax: (206) 266-7010

Via Email: copyright@amazon.com

Dear Amazon.com:

Per 17 USC section 512, I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY, that the information in this notice is accurate and that I am the owner or an agent authorized to act on behalf of the owner of certain intellectual property rights, said owner being named Barry Rosen ("IP Owner"). I have a good faith belief that the links or materials identified in the addendums attached hereto are not authorized by the above IP Owner, its agent, or the law and therefore infringe the IP Owner's rights according to state, federal, or United States law. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.

I may be contacted at:

Name: Barry Rosen

C/O Peter Dion-Kindem, esq.

21550 Oxnard Street, Suite 900

Woodland Hills CA 91367

(818) 883-4900

Email: brcopyright@pacbell.net

Truthfully,
(see also faxed copy)
s/Barry Rosen

Addendum to Notice of Infringement:
List of Infringing Items Or Materials

Name of Intellectual Property Owner:
Barry Rosen

The following items/links identified in are located/reside on your
servers/network:

1) Item/Material identification: My registered photo of a celebrity, model
or athlete (Anna Kournikova)

URL/Link(s):

http://www.amazon.com/KOURNIKOVA-SIGNED-AUTOGRAPHED-TENNIS-F85875/dp/B00H8S442C/ref=sr_1_13?s=sports-collectibles&ie=UTF8&qid=1386788959&sr=1-13&keyword=s=kournikova+psa%2Fdna

<http://ecx.images-amazon.com/images/I/41n-7-ct7rL.jpg>

Exhibit 8

Subject: Re: DMCA Notice of Copyright Infringement (digital Copy)

Date: Wednesday, December 11, 2013 9:16 PM

From: Amazon.com <nobody@bounces.amazon.com>

To: Barry Rosen <brcopyright@pacbell.net>

Hello from Amazon.com.

This is an automated response to confirm that we have received your email. Please do not respond to this auto-generated message. If you are contacting us regarding patent infringement, please submit your notice to patents@amazon.com.

Your email will be reviewed by the Amazon.com Copyright Team. We typically respond to notices within 5-7 business days. We will contact you if additional information be is required, you will be contacted.

General guidelines for submitting a notice of copyright infringement may be found below:

http://www.amazon.com/gp/help/customer/display.html/ref=footer_cou?ie=UTF8&nodeId=508088#copyright

These same guidelines should also be used when submitting notices of trademark infringement.

Please ensure that your notice includes all pertinent information in the body of your email, including the following:

- . Contact information (Name and E-mail is sufficient) of the rights owner or their agent to be provided to the parties who made the content available on Amazon;
- . ASINs or ISBNs of products at issue;
- . The individual sellers you claim are to infringe on your rights, if applicable;
- . Order ID Numbers for any test buys, if applicable;
- . In cases of trademark infringement we also ask that you provide all relevant trademark registrations numbers.

All notices must include the following:

- . A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- . A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright/trademark owner or authorized to act on the copyright owner's behalf.

We will not process or respond to a notice that does not include this information in the body of your e-mail.

Best regards,
Amazon.com Copyright Team

P.S. You received this message because Amazon.com received the following message:

Date: Wed, 11 Dec 2013 21:16:00 -0800
From: BR <brcopyright@pacbell.net>
To: "Amazon.com Copyright Agent" <copyright@amazon.com>
Subject: DMCA Notice of Copyright Infringement (digital Copy)

Exhibit 9

Subject: RE: DMCA Notice of Copyright Infringement (digital Copy)

Date: Thursday, December 12, 2013 at 12:51 PM

From: Amazon.com Copyright Agent <copyright@amazon.com>

Reply-To: "copyright+A2VBVYL4UMHQMD@amazon.com" <copyright+A2VBVYL4UMHQMD@amazon.com>

To: Barry Rosen <brcopyright@pacbell.net>

Hello from Amazon.

Thank you for your e-mail. The listing you identified appears to have been removed from Amazon.com. We trust this will bring this matter to a close.

Copyright/Trademark Agent
Amazon.com

----- Original message: -----

DMCA Notice of Copyright Infringement (digital Copy)

Date: December 11, 2013

Amazon.com
Attn: Adrian Garver, Copyright Agent/Amazon Web Services
P.O. Box 81226
Seattle, WA 98108
Via Fax: (206) 266-7010
Via Email: copyright@amazon.com

Dear Amazon.com:

Per 17 USC section 512, I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY, that the information in this notice is accurate and that I am the owner or an agent authorized to act on behalf of the owner of certain intellectual property rights, said owner being named Barry Rosen ("IP Owner"). I have a good faith belief that the links or materials identified in the addendums attached hereto are not authorized by the above IP Owner, its agent, or the law and therefore infringe the IP Owner's rights according to state, federal, or United States law. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.

I may be contacted at:

Name: Barry Rosen
C/O Peter Dion-Kindem, esq.
21550 Oxnard Street, Suite 900
Woodland Hills CA 91367
(818) 883-4900
Email: brcopyright@pacbell.net

Truthfully,
(see also faxed copy)
s/Barry Rosen

Addendum to Notice of Infringement:
List of Infringing Items Or Materials

Name of Intellectual Property Owner:
Barry Rosen

The following items/links identified in are located/reside on your servers/network:

1) Item/Material identification: My registered photo of a celebrity, model


or athlete (Anna Kournikova)

URL/Link(s):


http://www.amazon.com/KOURNIKOVA-SIGNED-AUTOGRAPHED-TENNIS-F85875/dp/B00H8S442C/ref=sr_1_13?s=sports-collectibles&ie=UTF8&qid=1386788959&sr=1-13&keyword=s=kournikova+psa%2Fdna

<http://ecx.images-amazon.com/images/I/41n-7-ct7rL.jpg>

Exhibit 10



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Tax Central Is Here [Shop now](#)
Presented by Intuit

Shop by Department ▾

Search

Collectibles & Fi... ▾

kournikova psa/dna

Go

Hello. Sign in

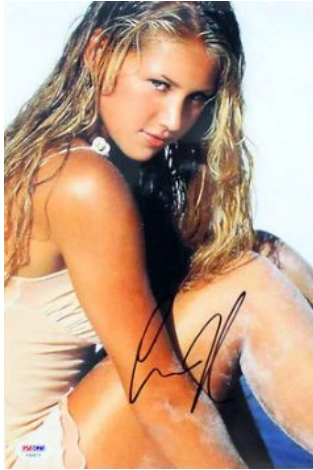
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Try Prime ▾

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Click to open expanded view

ANNA KOURNIKOVA SIGNED AUTOGRAPHED 8X12 TENNIS PHOTO PSA/DNA #F85875

[Be the first to review this item](#)

Currently unavailable.

We don't know when or if this item will be back in stock.

Currently unavailable.

We don't know when or if this item will be back in stock.

Add to Wish List

Share    

Key Collectibles Information

Authenticity Provided By	PSA
Condition	New
Condition Provided By	Seller
Is Autographed	Yes

Product Description

ANNA KOURNIKOVA SIGNED AUTOGRAPHED 8X12 TENNIS PHOTO PSA/DNA #F85875 PSA/DNA Certification # F85875

Product Details

ASIN: B00H8S442C

Average Customer Review: [Be the first to review this item](#)

Would you like to [give feedback on images](#) or [tell us about a lower price?](#)

Customer Questions & Answers

Have a question? Ask the owners here.

Ask owners

Typical questions asked about products:

- Is the item durable?
- Is this item easy to use?
- What are the dimensions of this item?

Customer Reviews

There are no customer reviews yet.

5 star

4 star

3 star

2 star

1 star

Share your thoughts with other customers

Write a customer review

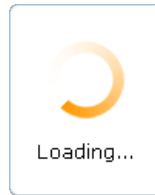


Advertisement

Feedback

- ▶ If you have a question or problem, visit our [Help pages](#).
- ▶ Would you like to [give feedback on images](#) or [tell us about a lower price?](#)
- ▶ If you are a seller for this product and want to change product data, click [here](#) (you may have to sign in with your seller id).

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AfterSchool.com
Kids' Sports, Outdoor
& Dance Gear

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for the Web

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Groceries & More
Right To Your Door

Amazon Local
Great Local Deals
in Your City

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Business, Industrial
& Scientific Supplies

Amazon Web Services
Scalable Cloud
Computing Services

Audible
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BeautyBar.com
Prestige Beauty

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Bookworm.com
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Casa.com
Kitchen, Storage

CreateSpace
Indie Print Publishing

Diapers.com
Everything

DPReview
Digital

Audio Books	Delivered	Delivery Worldwide	Of All Ages	& Everything Home	Made Easy	But The Baby	Photography
East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting	IMDb Movies, TV & Celebrities	Jungle.com Shop Online in India	Kindle Direct Publishing Indie Digital Publishing Made Easy	Look.com Kids' Clothing & Shoes	MYHABIT Private Fashion Designer Sales	Shopbop Designer Fashion Brands
Soap.com Health, Beauty & Home Essentials	TenMarks.com Math Activities for Kids & Schools	Vine.com Everything to Live Life Green	Wag.com Everything For Your Pet	Warehouse Deals Open-Box Discounts	Woot! Discounts and Shenanigans	Yoyo.com A Happy Place To Shop For Toys	Zappos Shoes & Clothing

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Exhibit 11

amazon

Your Account Today Deals Gift Cards Sell Help



Tax Central Is Here >Shop now

close X

**ANNA KOURNIKOVA SIGNED
AUTOGRAPHED 8X12...**



- Is this item easy to use?
- What are the dimensions of this item?

Customer Reviews

Advertisement

There are no customer reviews yet.

5 star

4 star

3 star

2 star

1 star

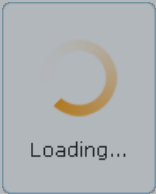
Share your thoughts with other customers

Write a customer review

Feedback

- ▶ If you have a question or problem, visit our [Help pages](#).
- ▶ Would you like to [give feedback on images](#) or [tell us about a lower price](#)?
- ▶ If you are a seller for this product and want to change product data, click [here](#) (you may have to sign in with your seller id).

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Audible Download Audio Books	BeautyBar.com Prestige Beauty Delivered	Book Depository Books With Free Delivery Worldwide	Bookworm.com Books For Children Of All Ages	Casa.com Kitchen, Storage & Everything Home	CreateSpace Indie Print Publishing Made Easy	Diapers.com Everything But The Baby	DPReview Digital Photography
East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting	IMDb Movies, TV & Celebrities	Junglee.com Shop Online in India	Kindle Direct Publishing Indie Digital Publishing Made Easy	Look.com Kids' Clothing & Shoes	MYHABIT Private Fashion Designer Sales	Shopbop Designer Fashion Brands

Fashion

[Soap.com](#)
Health, Beauty & Home Essentials

& Knitting

[TenMarks.com](#)
Math Activities for Kids & Schools

& Celebrities

[Vine.com](#)
Everything to Live Life Green

In India

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Made Easy

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Exhibit 13



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From \$229 > Shop nowShop by
Department ▾

Search

All ▾

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Prime ▾

Cart ▾

Wish
List ▾

Selling at Amazon.com > Policies and Agreements > Category, Product, and Listing Restrictions > Categories and Products Requiring Approval

Topics

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Categories and Products Requiring Approval

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Search Seller Help

Categories and Products Requiring Approval

[Categories Requiring Approval](#) | [Products Requiring Approval](#) | [Restricted Products](#)

Categories Requiring Approval

Sellers are required to obtain approval from Amazon before listing in certain product categories.

Listed in the table below are the categories that currently require approval. You may apply to sell in one of these categories by submitting an application to Amazon:

- If you do not have a Selling on Amazon account, please submit your request using the [Amazon Services Contact Us](#) form.
- If you already have a Selling on Amazon account, click the link next to the category name (account login required) and follow the instructions to submit your application.

CATEGORY	REQUIREMENTS
Automotive & Powersports	View requirements
Clothing & Accessories	Apply to sell
Collectible Books	View requirements
Entertainment Collectibles	View requirements
Fine Art	View requirements
Industrial & Scientific	View requirements
Jewelry	We are currently not reviewing new seller applications to list products for sale in the Jewelry category. Learn more
Luggage & Travel	Apply to sell

Seller Support

Please use the e-mail address associated with your Amazon.com Seller account.

[Contact Us](#)

Other Help Sites

[Sell on Amazon](#)[Associates Program Help](#)[Amazon Web Services](#)[Publisher and Vendor Help](#)[Ayuda en Español](#)

Accessories	
Major Appliances	Apply to sell
Sexual Wellness	Apply to Sell
Shoes, Handbags & Sunglasses	Apply to sell
Sports Collectibles	View requirements
Textbook Rentals	We are currently not accepting new seller applications to list products in the Textbook Rentals category.
Watches	Apply to sell
Wine	View requirements

Products Requiring Approval

Even if selling in a category does not require approval from Amazon, selling certain *products* may require approval.

To submit a request to sell specific products in the Software category, [contact Amazon Services](#).

Other than Software, other categories are not currently accepting new requests to sell certain products that require approval from Amazon.

To submit a request to sell laser pointers and related products in any category, see [Laser Pointers and Related Products](#).

To submit a request to sell Amazon Frustration-Free Packaging products in any category, see [Frustration-Free Packaging Help](#).

Restricted Products

Certain products may not be listed at all on Amazon.com. Learn more in our [Restricted Products](#) and [Selling Policies](#) Help.

Please note: Sellers must list products in the appropriate product categories. The Everything Else category is available to all sellers primarily for collectibles, such as coins and stamps, and other products that do not clearly belong in other categories. Do not list a product in the Everything Else category if the product matches an existing product page, belongs in a category that requires approval, or is restricted or prohibited.

Before you submit a request

Before you submit a request, review the following guidelines:

- A UPC or EAN is required to list items in most Amazon categories, particularly if you are selling items from major brands. If you do not have UPCs for your products, you may want to consider using Amazon Product Ads. [Learn more.](#)
- Used items cannot be sold in certain categories. Refer to the [Condition Guidelines](#) Help page for category-specific condition guidelines.
- For consistency, all Amazon product pages must include professionally staged images on white backgrounds. You may be required to provide image samples or links to product images on your own website when requesting approval to sell on Amazon.

When submitting a request, provide specific information about the products you propose to list. If possible, also provide a link to your company website.

Related Topics:

[Collectible Books](#)
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[Holiday Selling Guidelines in Toys & Games](#)
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Audible Download Audio Books	BeautyBar.com Prestige Beauty Delivered	Book Depository Books With Free Delivery Worldwide	Bookworm.com Books For Children Of All Ages	Casa.com Kitchen, Storage & Everything Home	CreateSpace Indie Print Publishing Made Easy	Diapers.com Everything But The Baby	DPRReview Digital Photography
East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting	IMDb Movies, TV & Celebrities	Junglee.com Shop Online in India	Kindle Direct Publishing Indie Digital Publishing Made Easy	Look.com Kids' Clothing & Shoes	MYHABIT Private Fashion Designer Sales	Shopbop Designer Fashion Brands
Soap.com Health, Beauty & Home Essentials	TenMarks.com Math Activities for Kids & Schools	Vine.com Everything to Live Life Green	Wag.com Everything For Your Pet	Warehouse Deals Open-Box Discounts	Woot! Discounts and Shenanigans	Yoyo.com A Happy Place To Shop For Toys	Zappos Shoes & Clothing

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From \$229 > Shop nowShop by
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Selling at Amazon.com

[Policies and Agreements](#) > [Category, Product, and Listing Restrictions](#) > [Categories and Products Requiring Approval](#) > [Sports Collectibles](#)

Topics

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Search Help:

Search Seller Help

Sports Collectibles

Amazon limits the addition of new sellers in the Sports Collectibles Store to ensure that customers are able to buy with confidence from all sellers on Amazon.com. The requirements for selling in the Sports Collectibles Store reflect buyer concern for product quality and consumer trust.

You must meet the requirements listed below to sell products in the Sports Collectibles Store. Please take the time to read this list of requirements and consult our Help pages if you have questions about specific policies. After you have reviewed the category requirements and comply with them, [contact us to request approval](#).

Sellers must meet the following criteria to be eligible to apply to sell in the Sports Collectibles Store:

- Have an order defect rate lower than 0.75%.
- Have images with at least 500px on the longest side that comply with our image guidelines.
- A majority of the products listed must be authenticated or graded by one or more of the companies listed below*
- Be on the Professional selling plan.

General Requirements for selling in the Sports Collectibles Store:

- Provide product images from an independent website or an image hosting site, or as attachments.
- Only offer authentic products. We do not allow any counterfeit, replica, or knock-off products.
- Listing data and images must be suitable for all ages and appropriate for our global community. Listing data and images may not depict or contain nudity or pornographic, obscene, or [offensive items](#).
- Seller must follow Amazon listing standards for any product sold on Amazon.com.
 - Seller must have reviewed the Seller Central Sports Collectibles [listing template](#) and agree to appropriately and accurately classify its products.
 - Seller must submit product titles, bullets, and product descriptions that are clearly written and assist the customer in understanding the product.
- All product images must meet Amazon site-wide image standards.
 - Sellers must certify that they have reviewed the [image guidelines](#) published in the seller Help pages and that all images they upload will conform to the guidelines.
 - Images must have white backgrounds and cannot contain inset images, watermarks, or unauthorized content.

Seller Support

Please use the e-mail address associated with your Amazon.com Seller account.

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- Images must be at least 500px on the longest size. 1,0001px is desired.
- All products must be sold as listed. Customers must be able to complete all aspects of ordering and purchasing a product using only the Amazon platform. We do not allow custom listings that would require buyers to communicate with sellers before or after the purchase in order to receive the product they want.

***Third-party authenticators:** Ace Authentic, Beckett Grading Services, Frameworth, Grey Flannel, Highland Mint, Icon Sports Memorabilia, James Spence Authentication, Mounted Memories Authentication, MeiGray Group, Major League Baseball, Mounted Memories, NFL Players Inc., Panini Authentic, Professional Sports Authenticator (PSA), PSA/DNA Authentication Services, Steiner Sports, Topps Collectibles, Tristar Authentic, Upper Deck Authenticated.

Third-party grading companies: Ace Authentic, Beckett Grading Services, Frameworth, Highland Mint, Icons Sports Memorabilia, James Spence Authentication, Major League Baseball, Mounted Memories, NFL Players Inc., Panini Authentic, Professional Sports Authenticator (PSA), PSA/DNA Authentication Services, Steiner Sports, Topps Collectibles, Tristar Authentic, Upper Deck Authenticated.

Fees for the Sports Collectibles Store:

In addition to other fees listed in our fee table, sellers pay a referral fee on each item sold that is listed in the Sports Collectibles category. For items listed in the Sports

Collectibles category, Amazon deducts a varying percentage of the total sales price (including any shipping or giftwrap charges) as a referral fee, excluding any taxes collected through Amazon tax collection services.

Referral Fees:

- 20% for the portion of the total sales price up to \$100 (with a minimum referral fee of \$1.00)*;
- 10% for any portion of the total sales price greater than \$100 up to \$1,000; and
- 6% for any portion of the total sales price greater than \$1,000.

For example, if the total sales price is \$500, the referral fee is calculated as follows: \$20 (for the first \$100 of the total sales price) plus \$40 (for the remaining \$400 of the total sales price) for a total referral fee of \$60.

* The minimum referral fee of \$1.00 will not apply to orders placed between November 26, 2013, and December 31, 2013.

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- [Bookworm.com](#)
Books For Children Of All Ages
- [Casa.com](#)
Kitchen, Storage & Everything Home
- [CreateSpace](#)
Indie Print Publishing Made Easy
- [Diapers.com](#)
Everything But The Baby
- [DPReview](#)
Digital Photography
- [East Dane](#)
Designer Men's Fashion
- [Fabric](#)
Sewing, Quilting & Knitting
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Everything to Live Life Green
- [Wag.com](#)
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Shoes & Clothing

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Exhibit 15

When you fulfill orders yourself, Amazon platform shipping rates apply to media products (books, music, video, DVD, software, and video games) sold by Professional Sellers, and to all products sold by Individual Sellers. We charge these shipping rates based on the product category and shipping service selected by the buyer, and then pass the amount on to you. [View Shipping Credits by Category.](#) (javascript:void(0))

For products that Amazon fulfills for you, in addition to the Selling on Amazon fees, you will be charged fees for order fulfillment, storage and optional services. See fees page ([/fulfillment-by-amazon/pricing.htm?Id=NSGoogleAS](#)) for more information. Learn more about Fulfillment by Amazon ([/fulfillment-by-amazon/benefits.htm?Id=NSGoogleAS](#)).

Fees for Media Products

Referral Fees

Sellers pay a referral fee on each media item sold.

For media products (books, music, video, DVD, software, and video games), Amazon deducts as a referral fee a percentage of the item price, excluding any taxes collected through Amazon tax collection services.

Variable Closing Fees

For each media item that is sold, sellers also pay a variable closing fee.

The referral fee percentages and variable closing fees for media products are shown in the table below.

Media Category	Referral Fee Percentage (% of product price)	Variable Closing Fee (Fixed amount per item)
Books	15%	\$1.35
CD and Vinyl	15%	\$1.35*
DVD	15%	\$1.35*
Software & Computer/Video Games	15%	\$1.35
Videos VHS	15%	\$1.35*
Video Game Consoles	8%	\$1.35

*Through April 23, 2014, the variable closing fee is \$0.80 for these product types in Fulfillment by Amazon orders.

The following example illustrates how referral fees, variable closing fees and shipping credits are calculated:

Example 1: Individual Seller <ul style="list-style-type: none"> An Individual Seller sells a book for \$10 to a customer in the US who has selected standard shipping. The seller receives \$10.00 for the sale of the book and \$3.99 as the standard shipping credit. The seller is charged \$1.50 for the 15% referral fee and \$1.35 for the variable closing fee. 			
You Ship (Self Fulfillment)		Amazon Ships (Fulfillment by Amazon)	
Credits		Credits	
Item price	\$10.00	Item price	\$10.00
Standard domestic shipping credit	\$3.99	Selling Fees	
Selling Fees		Referral Fee 15% x \$10	(\$1.50)
Referral Fee: 15% x \$10	(\$1.50)	Variable Closing Fee	(\$1.35)
Variable Closing Fee	(\$1.35)	Fixed per-item fee	(\$0.99)
Fixed per-item fee	(\$0.99)	Fulfillment by Amazon Fees	
Outbound Shipping: minus your pack/shipping costs		Effective May 29, 2014, Fulfillment by Amazon fees for certain Clothing products	

Sale Proceeds \$	
Net amount credited to you	\$10.15 *
* To determine true sale proceeds calculate your packing and shipping costs and subtract from net amount credited line.	
Order Handling	(\$0.00)
Pick & Pack	(\$1.02)
Weight Handling*	(\$0.76)
Outbound Shipping	N/A
30 Day Storage**	(\$0.01)
Sale Proceeds \$	
Net amount credited to you	\$4.37
* Outbound Shipping Weight: 2 pounds	
** Product Dimensions: 10 x 7.1 x 0.3 inches	
More examples (#)	

Fees for Non-Media Products

Referral Fees

Sellers pay a referral fee on each non-media item sold.

(For products other than books, music, video, DVD, software, and video games)

For non-media products, Amazon deducts as a referral fee a percentage of the total sales price (the total amount paid by the buyer including the item price and any shipping or gift wrap charges), excluding any taxes collected through Amazon tax collection services.

Below are the referral fees of non-media products, by category.





Category (Non-Media Product)	Professional Selling Plan	Individual Selling Plan	Referral Fee
Baby Products (excluding baby apparel)	✓	✓	15%
Beauty ¹	✓	✗	15% ²
Camera & Photo	✓	✓	8%
Consumer Electronics	✓	✓	8%
Electronics Accessories	✓	✓	<ul style="list-style-type: none"> 15% for the portion of the total sales price up to \$100 (with a minimum referral fee of \$1.00 per item³); and 8% for any portion of the total sales price greater than \$100
Grocery & Gourmet Food	✓	✗	15%
Health & Personal Care (including Personal Care Appliances)	✓	✗	15% ²
Home & Garden (including Pet Supplies)	✓	✓	15%

Kindle Accessories			25%
Kitchen			15%
Major Appliances			<ul style="list-style-type: none"> • 15% for the portion of the total sales price up to \$300; and • 8% for any portion of the total sales price greater than \$300
Musical Instruments			15%
Office Products			15%
Personal Computers			6%
Sports & Outdoors (excluding Sports Collectibles)			15%
Tools & Home Improvement			12%
Toys & Games			15%
Unlocked Cell Phone			8%
Everything Else ⁴			15%

Categories Requiring Pre-Approval

Contact us for approval (/content/sellers-contact-amazon.htm/ref=as_soa_pricing_cuapproval?lead=Promerchant&id=NSGoogleAS)

Automotive & Powersports			12%
Clothing & Accessories			15%
Gift Cards			20%
Industrial & Scientific (including Food Service and Janitorial & Sanitation)			12%
Jewelry ⁵			20% of the total sales price (with a minimum referral fee of \$2.00 per item)
Luggage & Travel Accessories			15%
Shoes, Handbags & Sunglasses			15%
Sports & Entertainment Collectibles			<ul style="list-style-type: none"> • 20% for the portion of the total sales price up to \$100 (with a minimum referral fee of \$1.00)⁶; and • 10% for any portion of the total sales price greater than \$100 up to \$1,000; and • 6% for any portion of the total sales price greater than \$1,000

Tires & Wheels			10%
Watches			15% of the total sales price (with a minimum referral fee of \$2.00 per item) ⁷

¹ Approval may be required for specific products in the Beauty category. Applications to list select brands are not currently being accepted.

² Effective March 28, 2014, the Beauty and Health & Personal Care categories will have the following structure: 15% of the total sales price (with a minimum referral fee of \$1.00 per item.) The following table provides a summary of the current and new referral fees:

Total sales price	Referral fee prior to March 28, 2014	Referral fee effective March 28, 2014
Total sales price below \$6.67	15% of total sales price	\$1.00 per item
Total sales price \$6.67 and above	15% of total sales price	15% of total sales price

³ \$1.00 minimum in the Electronics Accessories category does not apply to sellers who pay a \$0.99 per item fee.

⁴ The Everything Else category is available to sellers for products that do not clearly fit within existing categories. Do not list items in the Everything Else category that appropriately fall within another category.

⁵ New applications to sell in the Jewelry category may be submitted for future consideration. Applications are not actively being reviewed at this time. If you wish to be notified when applications are being reviewed again, please complete the Contact Us form.

⁶ For the Sports & Entertainment Collectibles categories, the minimum referral fee of \$1.00 will not apply to orders placed between November 26, 2013 and December 31, 2013.

⁷ Effective January 16, 2014 until October 30, 2014, the Watches category will have the following fee structure:

- 15% for the portion of the total sales price up to \$800.00 (with a minimum referral fee of \$2.00 per item)*;
- 12% for any portion of the total sales price from \$800.01 up to \$2,000.00;
- 9% for any portion of the total sales price from \$2,000.01 up to \$5,000.00; and
- 6% for any portion of the total sales price greater than \$5,000.00

*After October 30, 2014, the minimum referral fee of \$2.00 per item will continue to apply.

The following examples illustrate how fees are calculated for non-media items:

Example 4: Professional Seller

- A Professional Seller sells a camera that weighs 3lbs for \$200 to a customer in the US who has selected standard shipping, for which seller charges \$7.00.
- Seller is charged the Camera and Photo category referral fee of 8% on the total sales price of \$207 (item price + shipping price).

You Ship (Self Fulfillment)

Credits	
Item price	\$200.00
Standard domestic shipping credit	\$7.00
Selling Fees	
Referral Fee 8% x \$207	(\$16.56)
Outbound Shipping: minus your pack/shipping costs	
Sale Proceeds \$	
Net amount credited to you	\$190.44*

* To determine true sale proceeds calculate your packing and shipping costs and subtract from net amount credited line.

Amazon Ships (Fulfillment by Amazon)

Credits	
Item price	\$200.00
Selling Fees	
Referral Fee 8% x \$200	(\$16.00)
Fulfillment by Amazon Fees	
Effective May 29, 2014, Fulfillment by Amazon fees for certain Clothing products are changing. Learn more (http://www.amazon.com/fba-fee-changes?ld=NSGoogleAS)	
Order Handling	(\$1.00)
Pick & Pack	(\$1.02)
Weight Handling#	(\$1.73)
Outbound Shipping	N/A
30 Day Storage*	(\$0.02)
Sale Proceeds \$	

	Net amount credited to you	\$180.23
* Product Dimensions: 6.2 x 5.6 x 2.3 inches		
#Shipping Weight: 3lbs		
More examples (#)		

Solutions

Sell on Amazon (/selling/benefits.htm?Id=NSGoogleAS)
Fulfillment by Amazon (/fulfillment-by-amazon/benefits.htm?Id=NSGoogleAS)
Build a Website (/webstore-by-amazon/how-it-works.htm?Id=NSGoogleAS)
Amazon Payments (/amazon-payments/payments-home.html?Id=NSGoogleAS)
Advertise on Amazon (/services/advertise-on-amazon.htm?Id=NSGoogleAS)
Global Selling (/global-selling/?Id=NSGoogleAS)

Resources

Seller Success Stories (/content/case_studies.htm/?Id=NSGoogleAS)
Support (/content/seller-support.htm?Id=NSGoogleAS)
Tutorials and Training (/content/seller-resources-how-to-guides.htm?Id=NSGoogleAS)
Webinars (/content/seller-resources-webinar-schedule.htm?Id=NSGoogleAS)

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Events (/content/upcoming-events.html?Id=NSGoogleAS)
Newsletters (/content/seller-resources-newsletters.html?Id=NSGoogleAS)
Blog (http://services.amazon.com/blog?Id=NSGoogleAS)

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Amazon Services (/content/about-amazon-services.htm?Id=NSGoogleAS)
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Fees and Pricing

When your item sells, Amazon collects the amount paid by the buyer (including the item price and any shipping, gift wrap, or other charges).

Amazon deducts as a referral fee a percentage of (i) the item price, and (ii) any gift wrap charges, in each case excluding any taxes collected through Amazon tax collection services, plus a variable closing fee. Sellers who do not pay a monthly subscription fee also pay a per item fee for each item sold.

Amazon platform shipping rates apply to all items sold. Only Professional sellers can offer gift wrap.

See [Shipping Rates and Services](#) for a table of shipping credits.

Here's how it works:

Item price

+ Shipping charges paid by the buyer

+ Gift wrap charges paid by the buyer

- Referral fee (applicable percentage of the item price and any gift wrap charges paid by the buyer)

- Variable closing fee

- \$0.99 per item fee (waived for sellers who pay a subscription fee)

= Total deposited to seller account**Referral Fees**

The table below describes the referral fee percentages and variable closing fees by category.

Product Type	Referral Fee Percentage
Amazon Kindle	15%
Automotive & Powersports	12%
Baby Products (excluding baby apparel)	15%
Beauty	15% ¹

Seller Support

Please use the e-mail address associated with your Amazon.com Seller account.

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Other Help Sites

[Sell on Amazon](#)[Associates Program Help](#)[Amazon Web Services](#)[Publisher and Vendor Help](#)[Ayuda en Español](#)

Other Help Areas

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Books	15%
Camera and Photo	8%
Clothing & Accessories	15%
Consumer Electronics	8%
Electronics Accessories	<ul style="list-style-type: none"> • 15% for the portion of the item price and any gift wrap charges paid by the buyer, up to \$100 (with a minimum referral fee of \$1.00 per item²); and • 8% for any portion of the item price and any gift wrap charges paid by the buyer, greater than \$100
Entertainment Collectibles	<ul style="list-style-type: none"> • 20% for the portion of the item price and any gift wrap charges paid by the buyer, up to \$100 (with a minimum referral fee of \$1.00)³; • 10% for any portion of the item price and any gift wrap charges paid by the buyer, greater than \$100 up to \$1,000; and • 6% for any portion of the item price and any gift wrap charges paid by the buyer, greater than \$1,000
Health & Personal Care (including Personal Care Appliances)	15% ¹
Home & Garden (including Pet Supplies) ⁴	15%
Industrial & Scientific (including Food Service and Janitorial & Sanitation)	12%

Jewelry	20% of the item price and any gift wrap charges paid by the buyer (with a minimum referral fee of \$2.00 per item)
Kindle Accessories	25%
Luggage & Travel Accessories	15%
Major Appliances	<ul style="list-style-type: none"> • 15% for the portion of the item price and any gift wrap charges paid by the buyer, up to \$300; and • 8% for any portion of the item price and any gift wrap charges paid by the buyer, greater than \$300
Music	15%
Musical Instruments	15%
Office Products	15%
Personal Computers	6%
Shoes, Handbags and Sunglasses	15%
Software & Computer/Video Games	15%
Sporting Goods	15%
Sports Collectibles	<ul style="list-style-type: none"> • 20% for the portion of the item price and any gift wrap charges paid by the buyer, up to \$100 (with a minimum referral fee of \$1.00)³; • 10% for any portion of the item price and any gift wrap charges paid by the buyer,

	greater than \$100 up to \$1,000; and <ul style="list-style-type: none"> 6% for any portion of the item price and any gift wrap charges paid by the buyer, greater than \$1,000
Tires & Wheels	10%
Tools & Home Improvement	12%
Toys	15%
Unlocked Cell Phones	8%
Video & DVD	15%
Video Games	15%
Video Game Consoles	8%
Watches	15% of the item price and any gift wrap charges paid by the buyer (with a minimum referral fee of \$2.00 per item) ⁵
Everything Else ⁶	15%

¹ Effective March 28, 2014, the Beauty and Health & Personal Care categories will have the following fee structure: 15% of the total sales price (with a minimum referral fee of \$1.00 per item). The following table provides a summary of the current and new referral fees:

Total item price	Referral fee prior to March 28, 2014	Referral fee effective March 28, 2014
Total item price below \$6.67	15% of the item price and any gift wrap charges paid by the buyer	\$1.00 per item
Total item price	15% of the item price and any	15% of the item price and any

total item price \$6.67 and above	price and any gift wrap charges paid by the buyer	price and any gift wrap charges paid by the buyer
---	--	--

² \$1.00 minimum in the Electronics Accessories category does not apply to sellers who pay a \$0.99 per item fee.

³ The minimum referral fee of \$1.00 will not apply to orders placed between November 26, 2013, and December 31, 2013.

⁴ The Home & Garden store includes seasonal Lawn and Garden products such as Pool Supplies, Landscaping Equipment and Supplies, Snow Removal Equipment, and Generators.

⁵ Effective January 16, 2014, until October 30, 2014, the Watches category will have the following referral fee structure:

15% for the portion of the item price and any gift wrap charges paid by the buyer, up

to \$800.00 (with a minimum referral fee of \$2.00 per item)*;

12% for any portion of the item price and any gift wrap charges paid by the buyer from \$800.01 up to \$2,000.00;

9% for any portion of the item price and any gift wrap charges paid by the buyer from \$2,000.01 up to \$5,000.00; and

6% for any portion of the item price and any gift wrap charges paid by the buyer greater than \$5,000.00

* After October 30, 2014, the referral fee of \$2.00 per item will continue to apply.

See examples below:

Example 1: An \$8.00 watch will have a referral fee of \$2.00 (greater of 15% of the item price, including gift wrap, and \$2.00).

Example 2: A \$200.00 watch will have a referral fee of \$30.00 (15% of the item price, including gift wrap).

Example 3: A \$7,000 watch will have a referral fee of \$654.00. A 15% referral fee of \$120.00 will apply to the portion of the item price (including gift wrap) up to \$800.00. A 12% referral fee of \$144.00 will apply to the portion of the item price (including gift wrap) from \$800.01 up to \$2,000.00. A 9% referral fee of \$270.00 will apply to the portion of item price (including gift wrap) from \$2,000.01 up to \$5,000.00. Finally, a 6% referral fee of \$120.00 will apply to the portion of the item price (including gift wrap) between \$5,000.01 and \$7,000.00.

⁶ The Everything Else category is available to sellers for products that do not clearly fit within existing categories. Do not list items in the Everything Else category that appropriately fall within another category.

Variable Closing Fees

Media products (per item):

Product Type	Domestic Standard	Domestic Expedited	International
Books	\$1.35	\$1.35	\$1.35
DVD	\$1.35*	\$1.35*	\$1.35*
Music	\$1.35*	\$1.35*	\$1.35*
Software & Computer/Video Games	\$1.35	\$1.35	Not available

Video	\$1.35*	\$1.35*	\$1.35*
Video Games	\$1.35	\$1.35	Not available
Video Game Consoles	\$1.35	\$1.35	Not available

* Through April 23, 2014, the variable closing fee is \$0.80 for these product types in Fulfillment by Amazon orders.

Other products (per item plus per weight):

Product Type	Domestic Standard	Domestic Expedited	International
Non-media products	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available

Every 14 days, Amazon initiates a transfer of available funds to your bank account. See [Getting Paid](#) for details.

For information about fees for other programs, use the links below.

- Fulfillment by Amazon - [FBA Fees and Pricing](#)
- Webstore by Amazon - [Webstore Fees and Pricing](#)
- Amazon Product Ads - [Cost-per-click Fees and Pricing](#)

Pricing

Individual sellers may not list items at a price in excess of \$10,000 (US Dollars). Individual sellers approved to list in the Collectible Books category are not subject to this limitation.

You may list items at any price you feel is fair, regardless of the Amazon.com price or list price, within the limits set by Amazon, and so long as your price adheres to our General Pricing rule. However, only items priced at or above the list price (MSRP) or \$10, whichever is greater, are eligible for listing as Collectible music or other media products. Collectible books may be listed at any price. Music and other media items priced below \$10 or list price may not be listed as Collectible.

General Pricing Rule: By our General Pricing rule, you must always ensure that the item price and total price of an item you list on Amazon.com are at or below the item price and total price at which you offer and/or sell the item via any other online sales channel.

Our pricing terms are defined below:

The **item price** is the amount payable by a customer, excluding shipping and handling, as it appears when you list an item.

The **total price** is the amount payable by a customer *as well as* all terms of offer/sale. This includes all of the following:

- Shipping and handling charges
- Discounts, rebates, or special sales/promotions you offer/make with respect to purchases
- Shipping method
- Business practices, such as any reduction or elimination of shipping charges on an order, or of any other order-related fees and expenses
- Low-price guarantees

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Last updated: December 5, 2012

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Exhibit 18

Amended Interim Designation of Agent to Receive Notification of Claimed Infringement

Full Legal Name of Service Provider: Amazon.com, Inc. and its affiliates

Alternative Name(s) of Service Provider (including all names under which the service provider is doing business): Amapedia.com; Amazon.ca; Amazon.com; Amazonservices.com; Askville.com;

Endless.com; Nownow.com; Shelfari.com; Smallparts.com; Aldenteblog.com; Amazongrocer.com; Armchaircommentary.com;

Carlustblog.com; Chordstrike.com; Enduserblog.com; Omnivoracious.com; Toywhimsy.com; Wagreflex.com

Address of Service Provider: P.O. Box 81226, Seattle, WA 98108

Name of Agent Designated to Receive
Notification of Claimed Infringement: Adrian Garver

Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or similar designation is not acceptable except where it is the only address that can be used in the geographic location):

1200 12th Ave South, Suite 1200

Seattle, WA 98144

Telephone Number of Designated Agent: 206-266-4064

Facsimile Number of Designated Agent: 206-266-7010

Email Address of Designated Agent: copyright@amazon.com

Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, so that it may be Readily Located in the Directory Maintained by the Copyright Office: Amazon.com, Inc. and its affiliates / Received Date: 12/07/2007; Scanned Date: 01/08/2008

Signature of Officer or Representative of the Designating Service Provider:

[Signature] Date: 1-28-09

Typed or Printed Name and Title: Karen Rasmeyer, Assistant Secretary

SCANNED 02 19-2009

Note: This Amended Interim Designation Must be Accompanied by a \$80 Filing Fee Made Payable to the Register of Copyrights.

Mail the form to:

Copyright GC/I&R
P.O. Box 70400
Washington, DC 20024

